IN THE UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF MASSACHUSETTS

INSITUFORM TECHNOLOGIES, INC.,)	
Plaintiff,)	
v.)	Case No. 04-10487GAO
AMERICAN HOME ASSURANCE COMPANY,)	
Defendant.)	

PART IV TO EXHIBIT A TO AFFIDAVIT OF LAWRENCE B. BUTLER

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - DESIGNATED WORK

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Description of your work:

Affholder Project for the City of Phoenix Contract Number W24-00-South Mountain Water Tunnel Reach 3B

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

This insurance does not apply to "bodily injury" or "property damage" included in the "products - completed operations hazard" and arising out of "your work" shown in the Schedule.

This endorsement is executed by the LIBERTY MUTUAL FIRE INSURANCE COMPANY

Premium \$

Effective Date

Expiration Date

For attachment to Policy or Bond No. RG2-641-004218-033

Audit Basis

Issued to

Barry S. Shilver

Edward Flels

Countersigned by _______Authorized Representative

Issued

Sales Office and No.

End. Serial No. 32

CG 21 34 01 87

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City of Santa Cruz

102

The following is to be added as Additional Insured, form CC 2010:

AMENDATORY ENDORSEMENT

This coverage is primary and not in addition	on to or contributing with any other	insurance.
	•	
	•	
	·	
	·	·
		•
		,
This endorsement is executed but		
This endorsement is executed by the company below design	ated by an entry in the box opposite its name	
Premium	•	LIBERTY MUTUAL INSURANCE COMPANY LIBERTY MUTUAL FIRE INSURANCE COMPANY
Effective Date	· <u>.</u> .	LIBERTY INSURANCE CORPORATION
	Expiration Date	LM INSURANCE CORPORATION
For attachment to Policy or Bond No. RG2-6-	41-004218-033	THE FIRST LIBERTY INSURANCE CORPORATION
	2 6 6	
	Barry S. So	lily Edward F/alf
Audit Basis Issued to		(Name)
	Countersigned by	
<u>Loc.</u> 6		Authorized Representative
Issued	Sales Office and No.	End Serial No. 33

End. Serial No. 33

ADDITIONAL INSURED - ENGINEERS, ARCHITECTS OR SURVEYORS NOT ENGAGED BY THE NAMED INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Engineers, Architects Or Surveyors Not Engaged By The Named Insured:

The City's Design Engineers, Architects and/or Surveyors, and Construction Manager.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

- A. Section II Who Is An Insured is amended to include as an insured the architects, engineers or surveyors shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed by you or on your behalf. Such architects, engineers or surveyors, while not engaged by you, are contractually required to be added as an additional insured to your policy.
- B. With respect to such architects, engineers or surveyors shown in the Schedule above, the following exclusion is added to Paragraph 2., Exclusions of Section I Coverage A Bodily Injury And Property Damage Liability and Section I Coverage B Personal And Advertising Injury Liability:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services, including:

I 00085

- The preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; and
- 2. Supervisory, inspection or engineering services.

This endorsement is executed by the	company below designated by	•	
Effective Date	the company below designated by an enti- Expiration Date No. RG2-641-004218-033	TY In the box opposite its name. LIBERTY MUTUAL INSURANCE COMPANY LIBERTY MUTUAL FIRE INSURANCE COMPA LIBERTY INSURANCE CORPORATION LIMERTY INSURANCE CORPORATION THE FIRST LIBERTY INSURANCE CORPORAT	
Issued To	Countersigned by	Bany S. Kilon	Idmend 7 Kelly
Issued	Countersigned by Sales Office and No.		od Representative

I 00086

CONTRACTOR REWORK COVERAGE AMENDMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is agreed that the policy is hereby amended as indicated. All other terms and conditions of this policy remain unchanged.

We will pay those sums which you become legally obligated to pay for the required removal or repair of "your product" or "your work" including concrete, cement, sand or aggregate, concrete blocks, concrete products or other products manufactured, sold, handled or distributed by or on behalf of the Insured which are defective, subject to the limits of liability and deductible and the provisions specified below.

The amount we will pay under this coverage shall be limited to the lessor of:

- 1. Your actual cost of removing and replacing any of the above items; or
- Your actual cost of remedial action taken to avoid removal or replacement of such products.

We will also pay damages for the loss of use of real property and/or consequential business interruption resulting from necessary removal, replacement or remedial action taken to avoid removal or repair of "your product" or "your work".

This coverage shall not apply unless the defect requiring removal or repair of "your work" or "your product" results from an error in the design, prescription, manufacture, blending, mixing or compounding of such work or product and the repair, replacement or removal is made necessary because such work or product has been rejected by the owner, his authorized representative, or a municipality or other authority having jurisdiction.

Defective shall mean that upon testing by an accredited, independent testing agency, "your work" or "your product" does not meet the contractual specifications or accepted standards required for the specific construction in which such materials were incorporated.

Coverage provided under this endorsement shall be subject to all exclusions applicable to "property damage", except exclusions j.(5), j.(6), k., l., m. and n.

This endorsement shall not apply to any amount which is covered under any other provision of this policy.

Our obligations to pay any amount under this endorsement applies only to amounts in excess of the deductible amount stated below.

The terms of this insurance, including those with respect to:

- (a) Our right and duty to defend any "suits" seeking damages; and
- (b) Your duties in the event of an "occurrence", claim or "suit" apply irrespective of the application of the deductible.

We may pay any part or all of the deductible to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible as has been paid by us.

I 00087

For Attachment to Policy: RG2-641-004218-033

This insurance is excess over any other insurance (including any deductible) which is available under a policy of property insurance, such as, but not limited to fire and extended coverage, builder's risk or installation coverage.

Limits of Liability: \$1,000,00

<u>\$1,000,000</u> per occurrence <u>\$1,000,000</u> aggregate

Deductible Premium

\$250,000 per occurrence

Included in GL Premium

This endorsement is executed by the compar	ny below designated by an entry in the box opposite	•
Premium	y an entry in the box opposite	LIBERTY MUTUAL INSURANCE COMPANY
Effective Date	Expiration Date	LIBERTY MUTUAL FIRE INSURANCE COMPANY LIBERTY INSURANCE CORPORATION
For attachment to Policy or Bond N	lo. RG2-641-004218-033	LM INSURANCE CORPORATION THE FIRST LIBERTY INSURANCE CORPORATION
Audit Basis Issued to	Barry S.	Shilver Edward F/Alf
	Page 2 of 2 Countersigned by	
<u>Loc.</u> 6		Authorized Representative
Issued 102	Sales Office and No.	End. Serial No. 35

CITY OF DES MOINES, IOWA GOVERNMENTAL IMMUNITIES ENDORSMENT (For use when Including City as an Additional Insured)

- Nonwaiver of Governmental Immunity. The insurance carrier expressly agrees and states that the purchase of this policy and the including of the City of Des Moines, Iowa as an Additional Insured does not waive any of the defenses of governmental immunity available to the City of Des Moines, Iowa under Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.
- Claims Coverage. The insurance carrier further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time. Those claims not subject to Code of Iowa Section 670.4 shall be covered by the terms and conditions of this insurance policy.
- 3. Assertion of Governmental Immunity. The City of Des Moines, Iowa shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the
- Non-Denial of Coverage. The insurance carrier shall not deny coverage under this policy and the insurance carrier shall not deny any of the rights and benefits accruing to the City of Des Moines, Iowa under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the City of Des Moines, Iowa.
- 5. No Other Change in Policy. The insurance carrier and the City of Des Moines agree that the above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

This endorsement is executed by the company b	pelow designated by an entry in the box opposite its name	
Premium		LIBERTY MUTUAL INSURANCE COMPANY
Effective Date For attachment to Policy or Bond No	Expiration Date 0. RG2-641-004218 033	LIBERTY MUTUAL FIRE INSURANCE COMPANY LIBERTY INSURANCE CORPORATION LM INSURANCE CORPORATION THE FIRST LIBERTY INSURANCE CORPORATION
	: : : : : : : : : : : : : : : : : : : :	
Audit Basis Issued to	Barry S. Shilv	7 Edward Fhely PRESIDENT
	Countersigned by	
Loc. 6 Issued		Authorized Representative
135000	Sales Office and No.	End. Serial No. 36

AMENDATORY ENDORSEMENT

"The insurance company will notify International Paper Company, in writing, at the site of work, at least ten (10) days prior to any cancellation, or any change in or reduction of the coverages shown herein."

This endorsement is executed by the LIBERTY MUTUAL FIRE INSIURANCE COMPANY

Premium \$

Effective Date

Expiration Date

For attachment to Policy No.

RG2-641-004218-033

Audit Basis

Issued To

SECRETARY

PRESIDENT

Countersigned by....

Authorized Representative

Issued

Sales Office and No.

End. Serial No. 37

NOTICE OF CANCELLATION

We will not cancel this policy or make changes that reduce the insurance afforded by this policy until written notice of cancellation or reduction has been mailed or delivered to those scheduled below at least

- a) 10 days before the effective date of cancellation, if we cancel for non-payment of premium; or
- b) 45 days before the effective date of the cancellation or reduction if we cancel or reduce the insurance afforded by this policy for any other reason

NAMI Rafn Company

(9-1-87)

ADDRESS 1721 132nd Ave. NE Bellevue, Wa 98009

Re: Kyle Dev - Liberty Park Office Building, Rehabilitation

This endorsement is executed by the c	ompany below designated by an entry in the box opposite its name	
Premium \$		LIBERTY MUTUAL INSURANCE COMPANY LIBERTY MUTUAL FIRE INSURANCE
Effective Date	Expiration Date	COMPANY LIBERTY INSURANCE CORPORATION LM INSURANCE CORPORATION
For attachment to Policy No.	RG2-641-004218-033	THE FIRST LIBERTY INSURANCE CORPORATION
Audit Basis Issued to	Bay	y & Stilver Edward F Kalf SECRETARY PRESIDENT
<u>Loc.</u> 6	Countersigned b	
Issued	Sales Office and No.	Authorized Representative End. Serial No. 38

102

STATE OF MINNESOTA GOVERNMENTAL IMMUNITIES ENDORSEMENT (For use when <u>Including</u> City as an Additional Insured)

- 1. Nonwaiver of Governmental Immunity. The insurance carrier expressly agrees and states that the purchase of this policy and the including of the State of Minnesota as an Additional Insured does not waive any of the defenses of it now exists and as it may be amended from time to time.
- 2. Claims Coverage. The insurance carrier further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the State of Minnesota Statute 3.736, Subdivision 8 as it now exists and as it may be amended from time to time. Those claims not subject to State of Minnesota Statute 3.736, Subdivision 8 shall be covered by the terms and conditions of this insurance policy.
- 3. <u>Assertion of Governmental Immunity.</u> The State of Minnesota shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the insurance carrier.
- 4. Non-Denial of Coverage. The insurance carrier shall not deny coverage under this policy and the insurance carrier shall not deny any of the rights and benefits accruing to the State of Minnesota under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the State of Minnesota.
- 5. No Other Change in Policy. The insurance carrier and the State of Minnesota agree that the above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

Nothing contained in the endorsement shall prevent the carrier from asserting the defense of governmental immunity on behalf of the Jurisdiction.

This endorsement is executed by the company t	below designated by an entry in the box opposite its	Dame
Premium		LIBERTY MUTUAL INSURANCE COMPANY
Effective Date	Expiration Date	LIBERTY MUTUAL FIRE INSURANCE COMPANY LIBERTY INSURANCE CORPORATION LM INSURANCE CORPORATION
For attachment to Policy or Bond No.	. RG2-641-004218- 033	THE FIRST LIBERTY INSURANCE CORPORATION
Audit Basis Issued to	Barry S. S	RILLYN Edward 7 Kelly- PRESIDENT
	Countersigned by	Authorized Representative
Loc. 6 Issued	Sales Office and No.	End. Serial No. 39

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - DESIGNATED WORK

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDUI	F
SCHEDUL	Æ.

Description of your work:

Fulton County Government OCIP, Job No. 150284

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as

This insurance does not apply to "bodily injury" or "property damage" included in the "products - completed operations hazard" and arising out of "your work" shown in the Schedule.

This endorsement is executed by the LIBERTY MUTUAL FIRE INSURANCE COMPANY

Premium \$

Effective Date

Expiration Date

For attachment to Policy or Bond No. RG2-641-004218-033

Audit Basis

Issued to

Issued

Sales Office and No.

End. Serial No. 40

Authorized Representative

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ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization: Village of North Aurora and Rempe-Sharpe and Associates, Inc.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

- A. Section II Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.
- B. With respect to the insurance afforded to these additional insureds, the following exclusion is added:
 - 2. Exclusions

This insurance does not apply to "bodily injury" or "property damage" occurring after:

(1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

This endorsement is executed by	the company below designated by	y an entry in the box opposite its name.
Premium \$ Effective Date For attachment to Policy No. Audit Basis	Expiration Date RG2-641-004218-033	LIBERTY MUTUAL INSURANCE COMPANY X LIBERTY MUTUAL FIRE INSURANCE COMPANY LIBERTY INSURANCE CORPORATION LM INSURANCE CORPORATION THE FIRST LIBERTY INSURANCE CORPORATION
		Dexter 8.491 Len 7-Key SECRETARY PRESIDENT
Issued	S	Countersigned by

Page 2 of 2

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COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - DESIGNATED WORK

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEI	TIT E
	/ULE

Description of your work:

See Attached Schedule

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

This insurance does not apply to "bodily injury" or "property damage" included in the "products - completed operations hazard" and arising out of "your work" shown in the Schedule.

This endorsement is executed by the LIBERTY MUTUAL FIRE INSURANCE COMPANY

Premium \$

Effective Date

Expiration Date

For attachment to Policy or Bond No. RG2-641-004218-033

Audit Basis

Issued to

Barry S. Stiller Edward 7 Mills

Countersigned by Authorized Representative

Issued

Sales Office and No.

End. Serial No. 42

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EXCLUSION-DESIGNATED WORK (Cont'd)

Elmore Job #3187 - Monterey - Riverside Supplement Sanitary
Sewer Project (C.A)
Elmore Job #3200 - US/95 Rancho Sewer - Phase 1B, Project
#6095 (NV)
Elmore Job #3201 - I - 25 South East Corridor Design (CO)
Elmore Job #3205 - Hollywood Water Quality - North Lake
Tunnel (C.A)
Plankinton Ave/Commerce Street MIS Rehab Contract C07021C02
Milwaukee MSD, Milwaukee, WI

For Attachment to Policy No. RG2-641-004218- 033

Page 2 of 2

End. No. 42

ADDITIONAL INSURED - LESSOR OF LEASED EQUIPMENT - AUTOMATIC STATUS WHEN REQUIRED IN LEASE AGREEMENT WITH YOU

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Who Is An Insured (Section II) is amended to include as an insured any person or organization from whom you lease equipment when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an insured only with respect to their liability arising out of the maintenance, operation or use by you of equipment leased to you by such person or organization. A person's or organization's status as an insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.
- **B.** With respect to the insurance afforded these additional insureds, the following additional exclusions apply:

This insurance does not apply:

- 1. To any "occurrence" which takes place after the equipment lease expires;
- To "bodily injury" or "property damage" arising out of the sole negligence of such person or organization.

This endorsement is executed b	y the company below designated l	by an entry in the box opposite its name.
Premium \$ Effective Date For attachment to Policy No. Audit Basis	Expiration Date RG2-641-004218-033	LIBERTY MUTUAL INSURANCE COMPANY X LIBERTY MUTUAL FIRE INSURANCE COMPANY LIBERTY INSURANCE CORPORATION LM INSURANCE CORPORATION THE FIRST LIBERTY INSURANCE CORPORATION
Topus J	C	Dextor P. 149 SECRETARY PRESIDENT Duntersigned by
Issued	Sales Off	ice and No. End. Serial No. 43

CG 20 34 03 97

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EXCLUSION OF CERTIFIED ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY

A. The following exclusion is added: This insurance does not apply to:

TERRORISM

"Any injury or damage" arising, directly or indirectly, out of "a certified act of terrorism".

- B. The following definitions are added:
 - 1. For the purposes of this endorsement, "any injury or damage" means any injury or damage covered under any Coverage Part to which this endorsement is applicable, and includes but is not limited to "bodily injury", "property damage", "personal and advertising injury", "injury" or "environmental damage" as may be defined in any applicable Coverage Part.
 - 2. "Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act of terrorism pursuant to the federal Terrorism Risk Insurance Act of 2002. The federal Terrorism Risk Insurance Act of 2002 sets forth the following criteria for a "certified act of terrorism":

- a. The act resulted in aggregate losses in excess of \$5 million; and
- b. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals acting on behalf of any foreign person or foreign interest, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

This endorsement is executed by the LIBERTY MUTUAL FIRE INSURANCE COMPANY

Premium \$

Effective Date

Expiration Date

For attachment to Policy No.

RG2-641-004218-033

Audit Basis

Issued To

Dexter R. 191

PRESIDENT

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Authorized Representative

Issued

Sales Office and No.

Countersigned by.....

End. Serial No. 44

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Page 2 of 2

LIMITED EXCLUSION - CONTRACTORS - PROFESSIONAL LIABILITY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following exclusion is added to Paragraph 2., Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability and Paragraph 2., Exclusions of Section I - Coverage B - Personal And Advertising Injury Liability;

This insurance does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of the rendering of or failure to render any professional services by you, but only with respect to your providing engineering, architectural or surveying services in your capacity as an engineer, architect or surveyor.

Professional services include:

- Preparing, approving or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications; and
- Supervisory or inspection activities performed as part of any related architectural or engineering activities.

This exclusion does not apply to your operations in connection with construction work performed by you or on your behalf.

This endorsement is executed by	the company below designated by an er	entry in the box opposite its name
tive Date For attachment to Policy No. Audit Basis	Expiration Date RG2-641-004218-033	LIBERTY MUTUAL INSURANCE COMPANY X LIBERTY MUTUAL FIRE INSURANCE COMPANY LIBERTY INSURANCE CORPORATION LM INSURANCE CORPORATION
Issued To		THE FIRST LIBERTY INSURANCE CORPORATION
		Dexter f. 199 Countersigned by PRESIDENT Countersigned by
Issued	. Sales Of	Authorized Representative Office and No. End. Serial No. 45

Case 1:04-cv-1048 TEOR POR POR POR POR FILE STENDED TO STANKE 05/10/2004 Page 21 of 22

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	Coverage A Bodily Injury and Property Damage Liability							\$0		
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-	Coverage A Fire Damage Limit							\$0		
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Policy Numb	er	Account No.	Sub-Acct No.	Term From	Term To	Change Effective Date	
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Policy Number Account No.				 	CC Underwriter			
			Sub-Acct No.	Term From	Term To	Change Effective Date 07/01/2003		
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Describe Change Here	Endorse shown o	ement 10, page 3 on the Sold Plan.	of 3 - please corr	ect B. Deducti	ble Each Claim to	read \$10,000 in lieu of \$1,000 as		
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